

Standard Terms and Conditions of Trading

These terms form the basis of the contract between our customer and VanillaCo. Bakehouse. These Terms, your Order and your Order confirmation are considered by us to set out the whole agreement between you and us for the sale of cakes. It is your responsibility to check all details in the order confirmation are complete and accurate as this is the document we work to when completing your order.

Basis of Sale

No contract is made with you until we have received your booking fee/Deposit. Once your booking fee has been received you are in a legally binding contract with Vanilla Co.Bakehouse.

The Cakes

We warrant that on delivery or collection the Cakes shall conform to their description as set out in the Order Confirmation, be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. We will not be held responsible for customer disappointment of the design or the interpretation of the cake as long as it is made in line with the customer's pre agreed requirements set out in the order confirmation and will face no consequent liability. It is the customers responsibility to ensure all details within the order confirmation and sketch are correct and meet their exact requirements.

The warranty does not apply to any defect in the Cakes arising from willful damage, accident, negligence by you or any third party, if you use the cake in a way we do not recommend, your failure to follow our instructions or any alterations you carry out.

We do not take responsibility if you run out of cake due to poor cutting, or the slices being cut larger than discussed. Nor do we accept responsibility or refund if the slices are cut too small and you believe you paid for more than you needed.

We will not make exact replicas of any cake not made by VanillaCo. Kitchen but we will be inspired by and design a similar cake. Where colour swatches are provided we will do our best to match as close as we deem possible. Exact colour matches are not guaranteed.

From time to time certain materials for our cakes may become obsolete. This is totally out of our control; however we will do our best to select replacement products to reflect the original design as closely as possible. We reserve the right to replace items with component parts of equal or better quality without consultation.

Stacked cakes contain dowels in each tier to provide support and these should be removed before consumption.

The cake is a fresh product containing no additives or preservatives and it is our right to assume consumption on the day requested. Cakes should be stored in a dry place, at room temperature, away from direct sunlight and sources of heat in the box provided. They should NOT be refrigerated.

VanillaCo. Kitchen and the customer expressly agree that the cakes and all goods purchased from VanillaCo.Kitchen remain the property of VanillaCo.Kitchen until paid for in full.

Fresh flowers are not included in the cost of any wedding cake design. If a wedding cake is to be dressed with fresh flowers, these should be provided by your florist. Please be aware that certain flowers are not suitable for use as a cake decoration. Please ask your florist for details regarding toxicity. Vanilla Co. Kitchen will not be liable for contamination that may arise from their misuse.

Allergies

You will be advised about allergenic and reactive (mainly pertaining to E numbers in food colourings which may cause hyperactivity in children) ingredients of your cake in compliance with the FSA food allergens advice. Allergenic information will be clearly labelled on the invoice or a separate sheet for wedding cakes. Please advise me of any allergies or reactive ingredients that you would prefer me to avoid at the time of ordering so that I am aware of it. Whilst I can do my best to accommodate intolerances, I **cannot guarantee** that cakes are completely allergen free. I work in a kitchen which frequently uses gluten, dairy, nuts, and other allergens. If you require a more comprehensive list of ingredients or suppliers, please message me, I will gladly assist you. **If you or someone who will be consuming the cake has a serious allergy, please note I will, with regret, refuse your order as I will not be able to assist you.**

Delivery and Collection

All orders may be collected free of charge from VanillaCo Kitchen by prior arrangement. We accept no responsibility for any damage sustained to the cake once it has left the premises.

If delivery has been requested we will deliver the cake on the day set out in the order confirmation to the address provided.

When delivering to a wedding venue, we will contact the venue in advance to arrange a mutually convenient time for delivery. If we set up the wedding cake we shall take a photograph of the cake before leaving and, where possible, obtain a signature from the venue confirming the cake has been received in good condition. Should the venue need to set up the cake themselves we shall explain how the cake is to be displayed and where possible obtain a signature to verify we have done so. Once the cake has been delivered we are unable to accept

and liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided.

If the cake is delivered with a stand, a security deposit will be payable with the final balance. The stand must be returned to us in a good, clean condition within 3 days of the wedding. Upon the return of the stand the deposit will be refunded.

Price and Payment

The price of your cake will be as set out in your order confirmation. No Vat is payable on the cakes. A 25% booking fee (non refundable deposit) is required for wedding cake orders (subject to a minimum of £50) and a £25 booking fee for all other cakes. For Wedding Cakes a detailed order confirmation will be issued detailing the final balance and payment details. No further payment reminders will be sent and it is the responsibility of the client to ensure payment is on time.

Please note not all booking fees are non refundable and non transferable.

The balance must be paid in cleared monies no later than the date set out in the order confirmation by bank transfer to the account specified, cash or payment by debit or credit card. If paying by debit or credit card please allow 3 working days for payment to clear. Late payments will incur a £25 charge.

If payment is not received by the date specified this shall be constituted as breach of contract by the client. We reserve the right to hold the order until payment is made in full. When payment is late we accept no responsibility should we be unable to purchase the required stock or equipment to make the cake as laid out in the order confirmation. In these circumstances the cake will be made as close to the order confirmation as possible with no redress or liability on VanillaCo.Kitchen.

Cancellation, postponement and alterations

In the event of a cancellation by yourselves, charges are as follows;

More than ninety days prior to the date = booking fee only.

Ninety days to one calendar month prior to the date = booking fee plus half the remaining cost.

Less than one calendar month prior to the date = full amount

Any payments previously made are not refundable.

In the event of a postponement, the payment due remains the same as a cancellation. Subject to availability we will carry the monies paid forward to the new wedding date. Please be aware that we will only do this on one occasion. Any further postponements will be classes as a cancelation.

You may, prior to 8 weeks before the wedding day, or 7 days for celebration cakes, amend or cancel your order by providing us with written notice. In the case of alterations a new order confirmation will be issued detailing the changes and the new cost. Alterations are not confirmed until a new order confirmation has been issued. Should you make any changes after that time there will not be a reduction in the price you pay, even if your new design is cheaper than the original booking.

General Terms

All designs and intellectual property rights remain the property of VanillaCo.Kitchen.

We reserve the right to use images of your cake for any form of advertising including web based promotions, brochures, galleries and competitions.

This Agreement together with Order Confirmation documents provided constitute the entire agreement and understanding between the Parties relating to the order. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations, and discussions, whether oral or written, between the Parties. Each of the Parties acknowledges and agrees that in entering into this Agreement it has not relied on (or been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement. Nothing in this paragraph excludes any liability for fraudulent misrepresentation.

In the event that any one or more such provisions of this Agreement should be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable provisions thereof which shall be construed as if such invalid or unenforceable provisions had not been inserted. The Parties agree to submit to the non-exclusive jurisdiction of the English Courts.

Any headings utilised in this Agreement have been inserted for the convenience of reference only and in no way should restrict the construction of the Terms and Conditions hereof.

Complaints Procedure

Please note – in the event of a complaint I can only deal with the Customer who placed the original order.

Complaints are very rare, I haven't yet received one. Due to the amount of work put into each individual cake, I take them very seriously.

Many minor complaints regarding the decoration of celebration cakes can be easily repaired (human error can and does happen occasionally), so please point out any errors of this nature on collection to give me the opportunity to correct them. Once payment has been received this confirms the decoration is as requested and no further claims can be made. Wedding cake clients will be sent a detailed sketch of their chosen design prior to the wedding, and given the option of a "sneak peek" photograph before delivery and set up. It is the Customer's responsibility to check that this meets with their requirements and to raise any discrepancies immediately.

Where the complaint is regarding the quality of the cake, then the cake **must be** returned to VanillaCo.Kitchen as soon as possible and within 24 hours of collection or delivery to ensure I am able to assess the nature of the complaint fairly and in a timely manner. If you choose to take your cake to a third party for repairs or alterations without prior consent, your warranty is immediately invalidated and you will not be entitled to refund or compensation, as I will not be held responsible for work another person has undertaken.

Both Parties agree not to post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof and providing the other Party with a prior opportunity to resolve any issues amicably.